

RELEASE FROM LIABILITY AND ASSUMPTION OF RISKS

FOR RACE/EVENT NAME: WAI NUI WHY NOT 2023



1) I acknowledge that the activities involve risk, dangers and hazards inherent in canoeing, kayaking and associated outdoor water sports (the Inherent Risk). And further acknowledge that in addition to the inherent risk the Activities involve certain additional risks, dangers, and hazards, some of which may include (but are not limited to): physical exertion for which I may not be prepared; weather extremes, including sudden and unexpected changes, dangerous water conditions, including cold water and movement, waves, currents, rapids and white water, collision with natural and man-made objects, including rocks and other boats, and equipment malfunction or failure (collectively the Additional Risks).

2) I acknowledge that the enjoyment and excitement of my participation in the activities is derived, in part from the Inherent Risk and the Additional Risks and I agree to freely accept and fully assume all risk of personal injury, death, property damage or less, resulting from any cause whatsoever, including but not limited to the Inherent Risk and the Additional Risks and active or passive negligence, imprudence, lack of skill, error of judgment, breach of contract or breach of statutory duty of care on the part of the Organizer or the Ontario Marathon Canoe and Kayak Racing Association (OMCKRA). For greater certainty and without limiting the foregoing, I acknowledge that I use the equipment and facilities of the Organizer and OMCKRA with understanding of the nature, condition and state thereof and entirely at my own risk and acknowledge that I am solely responsible for the safety of my person and property and that the Organizer and OMCKRA assume no responsibility whatsoever for the safety of my person or property in connection with the Activities.

3) I waive any and all claims I may now and in the future have against and release and forever discharge from liability and agree not to sue the Organizer and/or OMCKRA for any personal injury, death, property damage or less sustained by me as a result of my participation in the Activities due to any cause whatsoever, including but not limited active or passive negligence, imprudence, lack of skill, error of judgment, breach of contract, or breach of statutory duty of care on the part of the Organizer or OMCKRA.

4) I agree to save harmless and indemnify the Organizer and OMCKRA from and against any and all liability for any personal injury, death, property damage or less to any third party, resulting from my participation in the Activities or in the operation of the Organizer.

5) I agree that I am responsible for all costs of rescue or medical attention rendered to me or for my benefit, arising from the Activities and I agree to indemnify the Organizer and OMCKRA from any and all liability in respect of any and all such costs.

6) I acknowledge that in signing this waiver and release I am not relying on any oral, written or visual representations or statements made by the Organizer or OMCKRA.

7) I agree that this Waiver and Release shall in all respects be governed by and interpreted in accordance with the laws of the province of Ontario.

ROWAN'S LAW (CONCUSSION POLICY)

I confirm that I have reviewed the Concussion Awareness Resources document at the Ontario government site: <https://www.ontario.ca/page/rowans-law-concussion-awareness-resources>

I confirm that I am of the full age of 19 years, and I have read this Waiver and Release, understood its contents and accept its terms.

OR

For Participants not the full age of 19 years, as parent or guardian I confirm I have read this Waiver and Release, understood its contents and accept its terms.

IMAGE CONSENT

By completing this form, I give permission for the Organizer to use my likeness in the form of photographs for promotional purposes without notifications.

OMCKRA and OMCKRA are the same organization. To become a member of OMCKRA, please sign up at www.omckra.ca